



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

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DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE BRATHWAITE BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

October 2, 2003

To: Supervisor Yvonne Brathwaite Burke, Chair
Supervisor Gloria Molina
Supervisor Zev Yaroslavsky
Supervisor Don Knabe
Supervisor Michael D. Antonovich

From: David E. Janssen
Chief Administrative Officer

**CONTRACT NEGOTIATIONS WITH THE CALIFORNIA YOUTH AUTHORITY FOR
DETENTION SERVICES OF UNFIT JUVENILES CURRENTLY HOUSED AT MEN'S
CENTRAL JAIL - INITIAL STATUS REPORT**

As you are aware, on July 8, 2003, on motion by Supervisor Zev Yaroslavsky, as amended by Supervisor Don Knabe, the Board instructed my office with the assistance of the County Counsel, Sheriff, and Chief Probation Officer, to negotiate and execute a contract with the California Youth Authority (CYA) for housing minors that the Court deems not appropriate for a juvenile facility, and for providing such minors with appropriate education, recreation, social and mental health services.

Final Contract - Pending Execution by CYA and Chief Administrative Office

Attached is the final draft contract to house a maximum of 48 unfit juveniles at the Southern Youth Correctional Reception Center and Clinic in the City of Norwalk (Norwalk facility), which is pending signature by the CYA and my office. On September 30, 2003, representatives from the CYA, Fourth Supervisorial District, Sheriff, Probation, and my office met with the City of Norwalk Manager to ensure any concerns have been addressed, prior to executing the contract. At the request of the Norwalk City Manager, the City's Council members will be provided a tour of the Norwalk facility anticipated to occur early next week. In addition, the City requested a news release to ensure that the Norwalk community is advised of our intent to implement this contract, to be issued by the CYA.

Absent any concerns, we intend to execute the contract subsequent to the City Council members' tour of the Norwalk facility. Funding for this contract was Board-approved on September 16, 2003, and was included in the FY 2003-04 Supplemental Budget Resolution.

Sheriff Security Assessment of Norwalk Facility

On July 10, 2003, Chief Administrative Office and Probation Department staff met with the Superintendent and staff of the Norwalk facility and were provided a walkthrough of the site prior to commencing negotiations. Subsequently, the Sheriff's Department conducted a comprehensive security assessment of the CYA Norwalk facility to determine the feasibility of housing unfit juveniles at this site. The facility security, including the perimeter, gates, doors, locks, ceilings, officer work stations, and other physical components of the facility was evaluated. The assessment resulted in an overall "competent" rating when compared to an adult facility. The Sheriff has made several recommendations to the CYA, which, if implemented, will result in a "very good" rating.

The CYA has reviewed the Sheriff's assessment and has completed the majority of the recommendations, many of which had been previously initiated by the CYA. The CYA has installed high-perimeter fencing to ensure that Los Angeles County juveniles will be separate from all other juveniles housed at the facility. In addition, the CYA has installed additional closed circuit surveillance cameras, and has converted all cells to a single-bunk configuration. Recommendations regarding perimeter security and housing conditions have been addressed.

Increased Out-of-Cell Time at Men's Central Jail

In the meantime, in accordance with the July 29, 2003 Board-approved motion by Supervisor Yaroslavsky, the Sheriff's Department has utilized overtime to increase juveniles' out-of-cell time at Men's Central Jail during our contract negotiations with the CYA. All juvenile inmates have the opportunity for increased time out of their cells for exercise. Juveniles not on discipline have a daily out-of-cell opportunity of minimally four hours, and juveniles on discipline are offered a minimum of two hours.

Each Supervisor
October 2, 2003
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Conclusion

Subsequent to the Norwalk City Council members' tour of the Norwalk facility, and absent any concerns, we will proceed with executing the contract with implementation immediately thereafter. We will continue to keep your Board apprised of any significant developments.

Please call me, or your staff may call Eva Snider at (213) 974-2291, if you have any questions or if additional information is necessary at this time.

DEJ:DL
ES:AL:ljp

Attachment

c: Executive Officer, Board of Supervisors
 County Counsel
 Presiding Judge, Juvenile Court
 Supervising Judge, Criminal Division, Superior Court
 Sheriff
 District Attorney
 Alternate Public Defender
 Chief Probation Officer
 Public Defender

cya contract.bm

DRAFT

AGREEMENT NUMBER
03-201

REGISTRATION NUMBER
5460090310324

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of the Youth Authority (CYA)

CONTRACTOR'S NAME

County of Los Angeles (County)

2. The term of this Agreement is: October 1, 2003 through June 30, 2004 or upon execution, whichever is later.

3. The maximum amount \$ 978,000.00
of this Agreement is: Nine Hundred Seventy-eight Thousand Dollars and no/cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work 1 page
Attachment A - 1 7 pages
Attachment A - 2 6 pages
Attachment A - 3 3 pages

Exhibit B - Budget Detail and Payment Provisions 1 page
Attachment B - 1 1 page

Exhibit C* - General Terms and Conditions:* **GTC 103** Dated: 1/1/2003

Exhibit D - Special Terms and Conditions 5 pages

Exhibit E - Additional Provisions N/A

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto:
These documents can be viewed at <http://www.ois.dgs.ca.gov/Standard+Language>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

California Department of General
Services Use Only

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)
County of Los Angeles (County)

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

David E. Janssen, Chief Admin. Officer

ADDRESS

500 West Temple Street, Room 713
Los Angeles, CA 90012

STATE OF CALIFORNIA

AGENCY NAME

Department of the Youth Authority

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jerry Harper Director

ADDRESS

4241 Williamsborough Drive
Sacramento, CA 95823-2088

☐ Exempt per:

EXHIBIT A

SCOPE OF WORK

1. The Department of the Youth Authority agrees to provide services to the County of Los Angeles (County) as described herein:

County shall send County juveniles for placement at CYA's Southern Youth Correctional Reception Center and Clinic (SYCRCC) as authorized by Section 1752.15 of the Welfare and Institutions Code.

2. The services shall be performed at:

SYCRCC, 13200 South Bloomfield Avenue, Norwalk, California 90650

3. The services shall be provided during:

The term of this Contract shall be October 1, 2003 or upon execution, whichever is later, through June 30, 2004. This Contract provides for the option to renew by mutual Agreement, in writing, as an amendment to this Contract.

4. The project representatives during the term of this agreement will be:

State Agency: Department of the Youth Authority	Contractor: County of Los Angeles
Name: Liam Cowan, Business Manager	Name: Robert Smythe, Acting Deputy Dir., Prob.
Phone: 562.868.9979, x 2405	Phone: 562.940.2516
Fax: 562.929.2666	Fax: 562.803.4666
Email: lcowan@sycrcc.cya.ca.gov	Email: Robert-Smythe@probation.co.la.ca.us

Direct all inquiries to:

State Agency Department of the Youth Authority	Contractor: County of Los Angeles
Section/Unit: SYCRCC	Section/Unit: Chief Administrative Office
Attention: Viviana Martinez, Superintendent	Attention: David E. Janssen, Chief Admin. Officer
Address: 13200 South Bloomfield Avenue	Address: 500 West Temple Street, Room 713
Phone: 562.868.9979, x 2401	Phone: 213.974.1101
Fax: 562.929.2666	Fax: 213.687.7130
Email: vmartinez@cya.ca.gov	Email: djanssen@cao.co.la.ca.us

5. Detailed description of work to be performed and duties of all parties:

County desires to contract with CYA for the placement of a limited number of juveniles under the jurisdiction of County at SYCRCC because the continued presence of the minor or minors in the County Juvenile facilities present a significant risk of violence. SYCRCC has a living unit and personnel to provide such placements.

See Attachment A-1 for a complete and detailed description of contract services, Attachment A-2 for a description of the program, and Attachment A-3 for the Minute Order from the Board of Supervisors, County of Los Angeles, attached and made a part of this Contract.

ATTACHMENT A-1
SCOPE OF WORK

This is a contract between the State of California, Department of the Youth Authority (hereafter referred to as the Youth Authority) and the County of Los Angeles (hereafter referred to as County) for the placement of County juveniles at the Southern Youth Correctional Reception Center and Clinic (hereafter referred to as SYCRCC) as authorized by Section 1752.15 of the Welfare and Institutions Code.

The period of this contract is October 1, 2003 or upon execution, whichever is later, through June 30, 2004, inclusive of both dates, with three one-year extension options to be exercised upon mutual written consent, as an amendment. This contract is of no force or effect until approved by the appropriate state control agencies and County Chief Administrative Officer or his designee and signed by both parties. This contract shall be administered for the County by the Los Angeles County Probation Department.

WHEREAS, County desires to contract with Youth Authority for placement of a limited number of juveniles under the jurisdiction of County at the SYCRCC because the continued presence of the minor or minors in juvenile facilities presents a significant risk of violence or escape;

WHEREAS, the Youth Authority at SYCRCC has a living unit and personnel to provide such placements; and

WHEREAS, Section 1752.15 of the Welfare and Institutions Code authorizes Youth Authority to accept juveniles from County by mutual agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED:

I. Obligations of the parties:

- A. The Youth Authority at SYCRCC will accept juveniles under County jurisdiction for placement subject to the following limitations:

“Juvenile” as used in this Contract means any male person under the age of eighteen (18), currently in the custody of County and in the process of adjudication/conviction by the Superior Court, who has been determined to be not fit and proper to be dealt with under juvenile court law and who fits criteria as described in Section B below.

Before any County juvenile is placed at the SYCRCC, County staff shall ascertain that the juvenile is appropriate for placement at SYCRCC. SYCRCC has the right to refuse to house any juvenile who does not meet the placement criteria as described in Section B of this Contract below.

County shall submit to SYCRCC all referrals for Court ordered placement of juveniles at SYCRCC and receive a confirmation of acceptance by SYCRCC for placement at this facility.

SYCRCC shall confirm acceptance of placement verbally or via e-mail within three (3) working days of receipt of material with formal, written confirmation from the Superintendent of SYCRCC or his/her designee within ten (10) days of acceptance.

- B. Each individual placement of a juvenile from County must meet the agreed upon criteria for placement. Criteria for placement includes: the juvenile has committed a violent or serious offense (e.g., severe crimes such as murder); the juvenile has a violent history (e.g., history of staff assault); the juvenile is being prosecuted under the provisions of the "Gang Violence and Juvenile Crime Prevention Act of 1998" (Proposition 21); or the juvenile jeopardizes the safety and security of the juvenile hall.
- C. Juveniles currently taking psychotropic medication shall only be transported to SYCRCC on Mondays through Thursdays, excluding holidays, unless otherwise agreed to with the approval of the Chief Medical Officer of SYCRCC and a Medical Officer as designated by the County. In addition, County must notify SYCRCC in advance of transporting any juvenile to insure that SYCRCC has in stock the specific psychotropic medication that the juvenile has been prescribed.
- D. The following materials shall be provided to the Youth Authority at SYCRCC for each County juvenile prior to or upon delivery of the juvenile. Failure to provide the following materials may result in the Youth Authority's denial of initial placement at SYCRCC.
 - 1. A certified copy of a Juvenile Court/Superior Court Order placing the juvenile(s) at the SYCRCC.
 - 2. All Probation Officers reports to the court and copies of any court minute orders, Police Referral, Medical Discharge Summary Form, Mental Health Referral, Visiting Form, Classification Form, Chrono Sheet, and Incident Report Transaction Sheet and Register. The Medical Discharge Summary form shall include information on the following: current medications, future medical appointments, and immunization and shall be faxed to SYCRCC 48 hours prior to arrival.
 - 3. A valid medical consent for treatment form and a valid consent for special education testing signed by the parent or guardian of the juvenile that includes the name, address, and telephone number of the parent or guardian to be notified in the event of an emergency. In lieu of parental

consent, a valid Court Order signed by the presiding Juvenile Court or Superior Court Judge authorizing treatment by the Youth Authority.

4. In any case in which a medical discharge summary form is not received within 48 hours of arrival of a juvenile, a valid prescription for psychotropic medication(s) for any juvenile currently taking such medication(s).

E. The following material shall be provided to the Youth Authority at SYCRCC for each County juvenile, if available, as soon as practicable after the juvenile's placement at SYCRCC.

1. Probable Cause Form, Booking Sheet, Property Inventory Form, Title 4 Assessment Form, Gang Contract, Fingerprints, Photos, Booking Log, Booking Call SEW Form, and CPS Report.

2. With appropriate parent/guardian/patient consent, or under Court order, Medical History Health Assessment form providing present and past medical history information (including laboratory information), and a complete Physical Examination form may be provided. Any other necessary medical information that can be legally provided in accordance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) or other state/federal requirements should be obtained by contacting the County's Department of Health Services/Juvenile Court Health Services Medical Records Director.

3. All required mental health information will be provided in accordance with HIPAA or other state/federal requirements.

4. School records on students/juveniles including transcripts from the Court, schools, or other prior districts, special education records and Individual Education Plans (IEPs). All juvenile hall education records on students/juveniles, including, but not limited to, transcripts, tests and assessments, special education records and IEPs in the possession of County at the time of the juvenile's delivery to SYCRCC.

F. The Youth Authority shall apply its current policies and procedures to juveniles under the jurisdiction of County and placed at SYCRCC.

1. County juveniles shall be segregated from wards committed to the Youth Authority and housed at SYCRCC.

2. Programming provided by SYCRCC to County juvenile(s) shall include, but not be limited to, services contained in the programming statements in

Attachment A-2 attached hereto and incorporated hereafter by this reference.

3. The Youth Authority at SYCRCC will provide monthly reports to County as to the status of its juveniles, and will quantify the following information, including: extraordinary injuries or medical needs requiring transportation or hospital services, suicide attempts, fights, assaults on staff, use of force, child abuse allegations of incidents occurring on site, school referrals, and grievances. In addition to providing monthly reports, the Youth Authority shall notify County immediately of the following: extraordinary injuries or medical needs requiring transportation or hospital services, suicide attempts, assaults on staff, use of force, and child abuse allegations of incidents occurring on site. The Youth Authority shall provide County the right to review and copy all records pertaining to performance of the contract. The Youth Authority shall provide County with any relevant information requested and shall permit County to access its premises, upon reasonable notice, for the purpose of inspecting and copying records, accounts, and other material that specifically pertain to the contract.

- G. All legal requirements informing the County juvenile of his civil rights relating to custodial detention, notifying parents, filing or petitions, serving notices, and arranging court hearings, shall be the responsibility of the County.

II. Care and Treatment

The Youth Authority at the SYCRCC shall provide juveniles with routine medical, dental or mental health treatment, and medical examinations by institution medical staff while the juveniles are housed at the SYCRCC, as would normally be provided to all wards at SYCRCC. The Youth Authority shall consult with and transport juveniles to medical and mental health providers in the community for emergency treatment at County expense (see Section III). County shall pay for and provide any and all other medical treatment, including but not limited to, dental, eyeglasses, non-emergency surgery, and special consultation. Routine medical costs shall be included in the contract prices. In addition, County shall pay for psychotropic medication, to be provided and administered to juveniles by SYCRCC. Non-routine medical services that require an overnight stay off-site, or where outside specialized medical attention is required are excluded from the contract cost.

III. Medical or Mental Health Costs

Should emergency medical or mental health treatment be necessary for any County juvenile cared for and housed at SYCRCC, the treatment shall be performed in a facility designated by the SYCRCC Chief Medical Officer at the expense of County. County will also be responsible for reimbursement of transportation costs (including

security staff) for emergency medical or mental health trips. Bills for emergency medical or mental health treatment shall be sent to the CYA for verification, then sent to County for payment.

IV. Transportation

All transportation costs shall be the responsibility of County regardless of the reason for the transport, with non-emergency transportation services to and from the Youth Authority provided by the Sheriff's Department.

V. Prosecution of Juvenile

County shall reimburse the Youth Authority at SYCRCC for any unexpected costs resulting from prosecution of wards who commit crimes while housed at SYCRCC under the provisions of this contract, such as security, staff transportation costs to and from court, and witness costs. The prosecution agency with jurisdiction (i.e., the District Attorney's Office) will provide prosecution services.

VI. Removal of Juvenile

Juveniles shall be removed from the Youth Authority at SYCRCC according to the conditions and time lines set forth below. Failure by County to remove a juvenile according to prescribed time lines shall result in the Youth Authority at SYCRCC transporting the juvenile to County and County shall reimburse the Youth Authority at SYCRCC for the cost of transportation.

- A. Upon Court order, County shall, at a minimum, give immediate verbal notice prior to removing any juvenile, and provide court minute order.
- B. Upon the eighteenth (18) birthday of a juvenile, County immediately shall remove the juvenile from SYCRCC.
- C. County shall pick up the juvenile and remove him from SYCRCC on the day of the termination of his County placement at SYCRCC.

VII. Term

The term of this Contract shall be for a period commencing on October 1, 2003 or upon execution, whichever is later, through June 30, 2004, with three one-year extension options to be exercised upon mutual written consent as an amendment to this Contract.

VIII. Termination

This Contract may be cancelled upon 30 days written notice by either party.

IX. Notice

Any notice given hereunder may be given by personal service or by U.S. mail, postage prepaid, addressed to the parties as follows:

Chief Administrative Officer, Los Angeles County, 713 Kenneth Hahn Hall of Administration, 500 W. Temple Street, Los Angeles, CA 90012.

Chief Probation Officer, Los Angeles County Probation Department, 9150 E. Imperial Highway, Downey, CA 90242.

Superintendent of Southern Youth Correctional Reception Center and Clinic, 13200 South Bloomfield Ave., Norwalk, CA 93447.

The contract manager for SYCRCC is Liam Cowan, Business Manager. The contract manager for County is Robert Smythe, Acting Deputy Director, Administration, Probation.

X. Severability

If any provision of this Contract is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same shall either be reformed to comply with applicable law or be stricken and all other provisions hereto shall remain in full force and effect.

XI. Execution by Counterpart

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

XII. Waiver

No delay or failure to require performance of any provision of this Contract shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and shall apply to the specific instance expressly stated.

XIII. Entire Agreement

This document, including Exhibits A (Attachments A-1, A-2, A-3), B (Attachment B-1) C and D, embodies the entire Contract between the parties with respect to the subject matter hereof. All prior negotiations, written and oral agreements between the parties with respect to the subject matter of this Contract are merged into this Contract.

XIV. Amendments

No alteration, modification, or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated in writing herein by amendment shall be binding on either party hereto.

A copy of the Los Angeles County Board of Supervisors minute order authorizing this contract is reflected in Attachment A-3, attached and made a part of this Contract.

ATTACHMENT A-2
PROGRAM DESCRIPTION
LOS ANGELES COUNTY / SYCRCC

I. Program Structure

The L.A. County Program will consist of up to 48 juveniles housed in individual wet rooms. The treatment team will consist of one Program Administrator, one Sergeant (uniformed supervisor), three Youth Correctional Counselors (non-uniformed peace officers), eight Youth Correctional Officers (uniformed peace officers), one Parole Agent, and one Office Technician.

II. Program Goal

It is SYCRCC's goal to meet departmental standards to protect society by providing secure programs in youth development, delinquency prevention, rehabilitation, education and research, while keeping juveniles safely in custody.

SYCRCC will carry out the Institutions and Camps Branch goals to reduce the incidence and severity of delinquent and criminal behavior of juveniles from Los Angeles County.

SYCRCC's immediate goal will be to provide a reasonable and safe environment for juveniles and staff, and to provide a program for all juveniles entering SYCRCC from Los Angeles County.

III. Implementation

At least three days prior to a juvenile's arrival, SYCRCC staff will receive important data on behavior concerns, gang affiliation and group living from the Los Angeles County staff (L.A. Probation and Sheriff's Departments).

SYCRCC staff will inform all juveniles, within three working days of their arrival, of the expectations of the living unit, institutional rules, and orientation as it applies to Section 4000 of the Institutions and Camps Manual. This will include orientation in Ward Rights, Religious Services, Academic Programs, Recreation, Medical/Dental Services, Suicide Prevention Awareness, Visiting and Behavior, and Performance expectations. Juveniles will be introduced to their basic core program: Education, Treatment and Group Living. Staff will provide recreation, monitor daily hygiene and cottage cleanliness.

Program restrictions will be consistent with the minimum standards of departmental policy.

During the orientation to the SYCRCC/Los Angeles County Juvenile Services Program, juveniles are advised of the requirements of the program and review the expectations and tasks that they must complete.

IV. Casework and Assessment

The Sergeant will review the progress and determine which phase the juvenile has attained and will post the phase list weekly on Fridays. The Sergeant and/or Parole Agent will conduct an evaluation every 60 days with each juvenile and a Youth Counselor to evaluate the juvenile's program progress and security level.

V. Education

All juveniles will receive education. This will include basic academics, as well as as-needed special education classes.

The California Department of the Youth Authority through a subcontractor shall coordinate and without charge to SYCRCC or the California Department of the Youth Authority, or the County of Los Angeles, an educational program that provides the following services to Los Angeles County wards temporarily housed at the California Department of the Youth Authority, Southern Youth Correctional Reception Center and Clinic, 13200 S. Bloomfield Avenue, Norwalk, CA 90650:

- Academic courses and supplemental services required for each student to complete a high school diploma for no more than 48 wards, to be conducted in trailer classrooms located adjacent to SYCRCC's Drake Living Unit or in a secure location, as needed to deliver education services safely, including as-needed special education classes.
- The instructional day will be for the California Department of Education Code required 240-minute minimum.
- Classes will be conducted each weekday of the calendar year, except those weekdays adopted as school holidays or set aside for scheduled professional development days.
- Credentialed teachers will be assigned to this program.
- The California Department of the Youth Authority through its subcontractor will assume all responsibility for providing compensation to the teachers hired and assigned to this program.
- Books and educational materials will be provided.
- Screenings, evaluation, placement, instruction, homework, testing, and record keeping will be provided.

- Attendance and assignment records required for apportionment documentation will be maintained.
- Teachers assigned to teach at SYCRCC will agree to undergo annual tuberculosis testing to be conducted by SYCRCC medical staff at no charge.
- Teachers assigned to teach at this facility agree to abide by all California Department of the Youth Authority and SYCRCC policies, practices, and procedures related to safety, security, and staff-ward interaction.
- SYCRCC will provide teachers assigned to this facility with basic security and orientation training prior to the initiation of classroom responsibilities.
- SYCRCC will provide classroom space for teachers and L.A. County wards assigned to the Drake Living Unit.
- SYCRCC will provide standard security coverage during the time periods in which classes are in session.

The juveniles are expected to:

- Be ready for school in a timely manner
- Be appropriately dressed and groomed
- Respond appropriately to staff and peers
- Demonstrate appropriate attitude

Juveniles will accomplish their educational program by:

- Participating with instructor in assessment of their academic and vocational needs.
- Participating in educational components that are appropriate to his needs (i.e., classroom, independent study, GED).
- Identifying and attaining personal development and occupational advancement.
- Learning and applying appropriate written, verbal and nonverbal skills to utilize educational, vocational, occupational resources and opportunities.

VI. Counseling

All juveniles will be given the opportunity to receive counseling. This will include counseling in gang awareness, anger management, and life skills. The juveniles will receive a minimum of weekly individual or small group counseling documented in the juvenile's unit file. Other juveniles on the program may receive crisis counseling and any needed contact by one of the YCCs. The Sergeant may hold a community meeting with the juveniles on a monthly basis to address living unit issues and allow juveniles to participate in developing program opportunities.

Individual and Small Group counseling will provide a program emphasis on victim awareness, gang activity, and daily life skills. SYCRCC will encourage volunteers to participate with the juveniles in this program and offer additional counseling, groups, and contact with the outside world.

Religious services and counseling will be provided by one of the two chaplains at SYCRCC. The chaplains organize religious services and bible studies as well as individual and group religious guidance.

Anger Management programs will be provided to juveniles to help manage their anger and resolve conflicts in a non-violent manner.

Gang Intervention programs will be provided to juveniles to help them find alternatives and solutions to gang life.

Life Skills programs will be provided to juveniles to prepare to be a successful citizen.

VII. Psychological Referrals and Medical Needs

The Youth Authority at SYCRCC shall provide Los Angeles County juveniles with any routine medical, dental or mental health treatment, and periodic medical examinations by institution medical staff while the juveniles are housed at SYCRCC.

Should emergency medical or mental health treatment be necessary for any Los Angeles County juvenile cared for and housed at SYCRCC, the treatment shall be performed in a facility designated by the SYCRCC Chief Medical Officer at the expense of Los Angeles County. Los Angeles County will also be responsible for reimbursement of transportation costs (including security staff) for emergency medical or mental health trips. Non-emergency/routine mental health treatment/services will be provided for by the SYCRCC staff, including in-patient services in the Correctional Treatment Center.

VIII. Initial Intake

All intakes will be accounted for through SYCRCC's existing population management process. The Supervising Casework Specialist II will be notified 24 hours prior to transport of Los Angeles County juveniles via fax confirming the date of arrival. (This is in addition to the prior notification.) This notification sheet will include current booking

information, critical history information, behavior profiles on every juvenile transported and any recent behavioral information. This information will be crucial in our risk assessment.

All juveniles received will be assessed for suicidality within one hour of arrival (this includes juveniles returning from court, psychological referrals, etc.). All intakes will be assigned a risk level based on their clinical information, Proposition 21 status, changes in their status at court, and the formal briefing from Los Angeles County Transportation Officers. Juveniles will be assigned to individual rooms (no roommates). Juveniles will be assessed according to risk factor. Risk assessment will be placed on the count boards in the control center. Higher risk juveniles will require two or more staff present every time their room door is opened. Initially, it is anticipated that all juveniles received will be treated as high risk until a thorough risk assessment can be made.

IX. Visiting

Los Angeles County juveniles will be allowed at least a two-hour visit per week from parents or legal guardians only. Visitors must be on the pre-approved visiting list. Visiting protocols and procedures, specific to Los Angeles County juveniles, are in process and will be finalized before visiting on the unit commences.

X. Transportation

The Supervising Casework Specialist II will be notified 24 hours prior to transport of Los Angeles County Juveniles via facsimile. Los Angeles County Sheriff's Department will be transporting juveniles to and from SYCRCC on a daily basis, as needed. Every time they transport juveniles into SYCRCC they will formally brief SYCRCC staff. This briefing will include change of status (from court appearances, etc.) and behavior profiles on every intake. SYCRCC staff will complete a Suicide Risk Screening Questionnaire each time a ward enters the institution. This information will be crucial in our risk assessment. Los Angeles County Transportation Officers have extensive knowledge about the juveniles they deal with on a daily basis. If information is unavailable from the Transportation Officers, a liaison will be developed with the District Attorney's Office to fill in information as needed.

XI. Operations

Daily operations will be consistent with the Department of the Youth Authority minimum standards and training that SYCRCC staff receive. These operations include feeding, count procedures, hygiene, room clean-up and recreation. Due to the need to limit costs to Los Angeles County, program activities will be limited to one off unit activity at a time (school, outdoor recreation, etc.). When Youth Correctional Counselors are on duty on the living unit, counseling in the dayroom may be conducted while other juveniles are attending school. Security and risk level determination will be paramount in determining who will be allowed to program off of the unit at any time, and the number of juveniles allowed in the dayroom at any time as well.

XII. Incidents

The Chief or Security, Program Administrator or Supervising Casework Specialist II will notify Los Angeles County of any serious incidents or injuries, as soon as possible, via telephone with report follow-up via facsimile.

XIII. Perimeter Security

In order to insure the perimeter security at all times, and to increase the uniformed officer presence on the unit, an a.m. and p.m. post of Youth Correctional Officer has been added to the posting pattern to perform functions such as escort to and from education classes, additional supervision of outside recreation, and additional checks of the perimeter of this particular program.

ATTACHMENT A-3



MINUTES OF THE BOARD OF SUPERVISORS COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

Violet Varona-Lukens, Executive Officer
Clerk of the Board of Supervisors
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Chief Administrative Officer
Chief Probation Officer

At its meeting held July 8, 2003, the Board took the following action:

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David E. Janssen, Chief Administrative Officer, presented a verbal report to the Board regarding viable alternatives to the current juvenile facilities and program in the Men's County Jail, for those minor juveniles the Court deems not appropriate for housing in a juvenile facility and are being detained in Men's County Jail, as detailed in his attached letter dated July 8, 2003. Richard Shumsky, Chief Probation Officer, also addressed the Board and responded to questions posed by the Board members.

Supervisor Yaroslavsky made the following statement:

"In response to my motion of June 24, 2003, the Chief Administrative Officer has recommended that the County negotiate and execute a contract with the California Youth Authority to provide detention services for minors that the court deems not appropriate for housing in a juvenile facility. California Youth Authority will provide appropriate education, recreation and social services for such minors. This is a prudent recommendation that has the support of our County staff and the Board of Corrections."

Therefore, Supervisor Yaroslavsky made a motion that the Board instruct the Chief Administrative Officer, with the assistance of County Counsel, Sheriff and Chief Probation Officer, to:

1. Negotiate and execute a contract with the California Youth Authority for housing minors that the court deems not appropriate for a juvenile facility and for providing such minors with appropriate education, recreation, social and mental health services; and

(Continued on Page 2)

46 (Continued)

2. Report back to the Board within one week on the cost of relocating juveniles from the Men's Central Jail to the Twin Towers while negotiating the contact with the California Youth Authority.

Supervisor Knabe made a suggestion that Supervisor Yaroslavsky's motion be amended to also instruct the Chief Administrative Officer to ascertain the following concurrently with the contract negotiations with the California Youth Authority:

1. The level of security required for the transfer of juveniles from County facilities to California Youth Authority facilities;
2. The risk management involved in the transfer; and
3. The maximum number of potential transfers to the Fred C. Nelles Youth Correctional Facility in Whittier and the Southern Youth Correctional Reception Center & Clinic in Norwalk, with notification to each City regarding potential transfers to these facilities.

Supervisor Yaroslavsky accepted Supervisor Knabe's amendment.

Rocky Rushing, representing Senator Gloria Romero, Elizabeth Weber, representing the Santa Monica Detention Ministry, Richard Robinson, representing Community Outreach Program, Kim McGillicuddy for Danny Robles, Victor Flores, Juan Rivas, Jackie Alvarez, Jimmy Brown, Malik Shabazz, Joe Orgaz, and Beatriz Moreno, representing the Youth Justice Coalition, Javier Stauring, Ted Neubauer, E.T. Snell, and Ethel L. Johnson, addressed the Board.

After discussion, Supervisor Yaroslavsky's motion, as amended, seconded by Supervisor Knabe, was unanimously carried.

In addition, Supervisor Antonovich requested the Chief Administrative Officer, in coordination with the Chief Probation Officer, to report back to the Board within two weeks with a fiscal analysis relating to contracting with the California Youth Authority for housing the 110 remaining juveniles currently at the Barry J. Nidorf Juvenile Hall in the San Fernando Valley.

(Continued on Page 3)

46 (Continued)

Further, Supervisor Burke requested the Chief Probation Officer to also include in the aforementioned report, the number of juveniles in the general population of the Probation Camps who are not being tried for crimes as adults, and what the charges are against them.

5070803-46

Attachment

Copies distributed:
Each Supervisor
Sheriff
County Counsel

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the County agrees to compensate the CYA for actual expenditures incurred in accordance with the rates specified in Attachment B-1, which is attached hereto and made a part of this Contract. The total amount of this Contract shall not exceed \$978,000.00.
- B. CYA's invoices shall include this Agreement Number and shall be submitted to County, in triplicate, not more frequently than monthly in arrears to:

Los Angeles County Probation Department
9150 E. Imperial Highway
Downey, CA 90242
Attn: Robert Smythe, Acting Deputy Director, Administration

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Contract with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**ATTACHMENT B-1
BUDGET DETAIL AND PAYMENT PROVISIONS**

Compensation

- A. Total compensation paid under this Contract shall not exceed \$978,000 (equivalent to \$1,304,000 if annualized), subject to renegotiation pursuant to Section C below.**
- B. County shall pay the Youth Authority at SYCRCC at a rate of \$94,194 per month. This rate applies to the first 1 – 20 juveniles at the SYCRCC. If more than 20 juveniles are housed at the SYCRCC, County shall pay the Youth Authority at SYCRCC \$17.00 per juvenile per day for placements exceeding the number 20. The Youth Authority at SYCRCC shall accept no more than 48 juveniles for placement at any one time.**
- C. Rates may be renegotiated during the term of this Contract. Any change in the rate shall be mutually agreed upon prior to amending this Contract. If the rate adjustment is mutually agreed upon between the Youth Authority and County, the County Chief Administrative Officer or his/her designee and the Director of the Youth Authority or his/her designee shall be authorized to execute the contract amendment.**
- D. The Youth Authority at SYCRCC shall invoice County monthly, in arrears. County shall pay the Youth Authority at SYCRCC within 30 days thereafter by warrant payable to the Youth Authority at SYCRCC. The payment is to be mailed to the Youth Authority at SYCRCC, 13200 South Bloomfield Avenue, Norwalk, CA 90650.**

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 103 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.

18. UNION ACTIVITIES For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

- a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- b) No state funds received under this agreement will be used to assist, promote or deter union organizing.
- c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

Any terms and conditions in Exhibit D that are in conflict with those in Exhibit C shall take preference.

1.0 Contractor's Services

This contract is between the State of California, Department of the Youth Authority (hereafter referred to as CYA) and the County of Los Angeles (hereafter referred to as COUNTY). CYA shall provide services for the COUNTY in the manner and form described in this contract.

2.0 CYA's Warranty of Adherence to County's Child Support Compliance Program

CYA acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

3.0 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of CYA to maintain compliance with the requirements set forth in Section 2.0, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by CYA under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the COUNTY may terminate this contract.

4.0 CYA's Acknowledgment of County's Commitment to Child Support Enforcement

CYA acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CYA understands that it is COUNTY'S policy to encourage all COUNTY contractors to voluntarily post COUNTY'S "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CYA's place of business. COUNTY'S District Attorney will supply CYA with the poster to be used.

5.0 Independent Contractor Status

This contract is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, or association as between COUNTY and CYA. CYA understands and agrees that all persons furnishing services to COUNTY

pursuant to this contract are, for purposes of Workers' Compensation liability, employees solely of CYA, and not employees of COUNTY. CYA shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of CYA pursuant to this contract.

6.0 Indemnification

The CYA hereby agrees to indemnify, defend and hold harmless COUNTY and its officers, agents and employees, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death incurred by reason of any willful or negligent act or omission by CYA or its officers, employees, or agents in connection with the performance of this contract.

COUNTY hereby agrees to indemnify, defend and hold harmless the CYA and its officers, agents and employees, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death incurred by reason of any willful or negligent act or omission by COUNTY or its officers, employees or agents in connection with the performance of this contract.

7.0 General Insurance Requirements

Without limiting the parties' duty to indemnify, parties shall maintain in effect, throughout the term of this contract, a policy or policies of insurance, or program of self-insurance, with the following minimum limits of liability:

Commercial General Liability, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence.

Comprehensive automobile liability covering all motor vehicles, including owned, leased, non-owned and hired vehicles, used in providing services under this Agreement with a combined single limit of not less than \$1,000,000 per occurrence.

If parties employ others in the performance of this Agreement, parties shall maintain Workers' Compensation insurance in accordance with California Labor Code Section 3700 and with a minimum of \$100,000 per occurrence for employer's liability.

Commercial general liability and automobile liability policies shall provide an endorsement naming the other party, its officers, employees and agents, as Additional Insureds' and shall further provide that insurance is primary insurance to any insurance or self-insurance maintained by the other party and that the insurance of the Additional Insureds' shall not be called upon to contribute to a loss covered by either party's insurance.

Prior to the execution of this Agreement by COUNTY, parties shall file certificates of insurance with each other showing that parties have in effect the insurance required by this Agreement. Parties shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy that would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

8.0 Governing Laws

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

9.0 Audit

At any time during the term of this contract or at any time after the expiration or termination of this contract, authorized representatives of COUNTY may conduct an audit of CYA regarding the services provided to COUNTY under this agreement.

10.0 Disclosure of Information

CYA shall not disclose any details in connection with this contract to any party except as may be otherwise provided herein or required by law. However, in recognizing CYA's need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CYA from publicizing its role under this contract within the following conditions:

10.1 CYA shall develop all publicity material in a professional manner.

10.2 During the course of performance on this contract, CYA, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of COUNTY without the prior written consent of the County Chief Administrative Officer, or his/her designee.

11.0 Waiver

No waiver of a breach of any provision of this contract by COUNTY shall constitute a waiver of any other breach of said provision or any other provision of this contract. Failure of COUNTY to enforce at any time, or from time to time, any provision of this contract shall not be construed as a waiver thereof. The remedies of COUNTY herein reserved shall be cumulative and additional to any other remedies in law or equity.

12.0 Conflict of Interest

CYA represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by CYA herein who does or shall have any direct or indirect financial interest in this contract.

13.0 Completion of Contract

- 13.1 If CYA is not expected to continue to provide services beyond the end of the current contract, at least thirty (30) days prior to the end of the current contract, CYA shall provide the consulting services to Probation personnel for orientation to ensure a smooth transition from CYA providing services back to the COUNTY. CYA shall make reasonable provisions for inspection and observation of work procedures of CYA personnel during the transition period. In addition, CYA shall explain and return to COUNTY, as requested, copies of reports, documents, data files and computer systems developed and/or used in connection with CYA's performance hereunder.
- 13.2 Upon expiration of the contract, or in the event of termination, on the demand of the COUNTY Contract Manager, copies of files and related documents, reports, records, correspondence, policies and procedures manuals, and all other documents relating to the operations of services under the contract shall be returned to the COUNTY as the Contract Manager may direct. All the materials described above shall be understood to be the property of COUNTY.
- 13.3 Upon expiration or termination of the contract, CYA shall deliver to COUNTY copies of all client folders, including all work completed or in progress within fifteen (15 business days after termination of the contract.

14.0 County Lobbyist Ordinance

CYA and each County lobbyist and County lobbying firm as defined in Los Angeles Code Section 2.160.010, retained by CYA, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CYA and any County lobbyist or County lobbying firm retained by CYA to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this contract upon which COUNTY may immediately terminate or suspend this contract.

15.0 Confidentiality

CYA shall maintain the confidentiality of all its records, including but not limited to billings, COUNTY records, and ward records, in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality. CYA shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this contract.

16.0 Authorization Warranty

CYA represents and warrants that the signatory to this contract is fully authorized to obligate CYA hereunder and that all corporate acts necessary to the execution of this contract have been accomplished.

17.0 Notice to Employees Regarding the Federal Earned Income Credit

CYA shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

18.0 Recycled Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CYA agrees to use recycled-content paper to the maximum extent possible on the contract.